

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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BARBARA RIVARD-CROOK; BILL
CROOK, RAMON CORONA; MONIQUE
DECHAINED; CHARLES DRAKE, JR.;
LENORA HAYES; RISA HERRERA; NATE
IMAHARA; ERIKA KNAPP; SANDRA
LAUE; JOHN LAWRENCE; ARCELIA
MALDONADO; KELLY STEVENS; RICK
WRIGHT,

Plaintiffs,

v.

ACCELERATED PAYMENT
TECHNOLOGIES, INC., a Delaware
Corporation; VEGAS HOLDING CORP., a
Delaware Corporation; GREAT HILL
PARTNERS, LLC, a Massachusetts
Corporation; GREAT HILL EQUITY
PARTNERS III, L.P., a Delaware Limited
Partnership; GREAT HILL EQUITY
PARTNERS IV, L.P., a Delaware Limited
Partnership; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 2:10-cv-02215-MMD-GWF

ORDER

(Plfs.' Motion for Clarification
– dkt. no. 138)

AND ALL CONSOLIDATED ACTIONS

Before the Court is Plaintiffs Todd Granat, Steve Goutier, Terry Conners, Neil Maglaya, Ryan Brennan, and Larry Bright's (collectively "Plaintiffs") Motion for Clarification ("Motion"). (Dkt. no. 194.) On January 8, 2014, this Court entered an Order denying Defendants' Motion for Partial Summary Judgment ("the Order"). (Dkt. no. 189.) In the Order, the Court stated "Plaintiffs do not challenge the validity of the prohibition of post-termination commissions contained in Agreement II, Agreement III, or the employee

1 handbook." (*Id.* at 6.) Although agreeing with the Court's ultimate determination, Plaintiffs
2 object to the Court's characterization of their argument as not challenging the validity of
3 terms contained in Agreement II, Agreement III, or the employee handbook. Plaintiffs
4 request modification of the Court's Order to clarify their argument.

5 No modification is required because the Court's Order is consistent with the
6 argument presented in Plaintiffs' Complaint, Response to Defendants' Motion for Partial
7 Summary Judgment, and the present motion. The paragraph in which the quoted
8 statement appears accurately describes Plaintiffs' position:

9 Defendants' argument that Agreement II, Agreement III, and the employee
10 handbooks expressly prohibit receipt of post-termination commissions fails
11 to address Plaintiffs' contention. Plaintiffs do not challenge the validity of
12 the prohibition of post-termination commissions contained in Agreement II,
13 Agreement III or the employee handbooks. Rather, Plaintiffs assert that
14 they are entitled to post-termination commissions on the accounts they
15 acquired prior to the effective date of those Agreements and pursuant to
16 the compensation structure of Agreement I. In other words, it is undisputed
17 that Plaintiffs are not entitled to post-termination commissions for accounts
acquired after implementation of Agreement II. The allegations in the
Complaint, however, are that although Agreement II affirmatively
established the compensation structure and governed the relationship of
the parties moving forward from its effective date, it did not reach back and
affect commissions already earned. Thus, Agreement II and Agreement
III's prohibition on the receipt of post-termination commissions does not
definitively settle the matter because Plaintiffs' contentions rest on the
alleged terms of Agreement I.

18 (Dkt. no. 189 at 6.) As described in the quoted paragraph, Plaintiffs' contention is not
19 that the post-termination prohibition in subsequent agreements is invalid, but rather the
20 term should not be interpreted in the way Defendants assert.¹ Plaintiffs' specific citations
21 to the Complaint and Response included in the Motion are all consistent with this
22 characterization. Moreover, Plaintiffs fail to explain what change would correct the
23 alleged mischaracterization. The Court concludes that the Order accurately reflects the

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27 ¹Plaintiffs *do* challenge the validity of the term in Agreement III, which explicitly
28 purports to eliminate all payment of existing residual commissions as illegal and
fraudulently induced. However, the Court treated this provision as a term separate from
one simply removing post-termination commissions from a new compensation structure.

1 arguments contained in the Complaint and Response, and there is no need to modify the
2 Court's language. Plaintiffs' Motion is therefore denied.

3 DATED THIS 7th day of April 2014.

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6 MIRANDA M. DU
7 UNITED STATES DISTRICT JUDGE
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